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ATTORNEYS FOR DEFENDANT  
HARVESTER SHIPMANAGEMENT LTD.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MARITRANS, S.A.,

Plaintiff,

-against-

HARVESTER SHIPMANAGEMENT LTD.,

Defendant.

08 Civ. 3831 (AKH)

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE THAT** upon the Affirmation of Lissa D. Schaupp dated June 2, 2008 and the accompanying Memorandum of Law in Support, and all pleadings heretofore had in this matter, Defendant Harvester Shipmanagement Ltd. will move this Court, before the Honorable Alvin K. Hellerstein, United States District Judge, at 500 Pearl Street, Courtroom 14D, New York, New York, on a date to be set by this Honorable Court, for an order pursuant to Rule E(2)(b) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, directing (a) Plaintiff Maritrans S.A. or Manitrans, S.A.<sup>1</sup> to give security for attorneys'

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<sup>1</sup> As noted in Harvester's Verified Answer dated June 2, 2008, insofar as the Verified Complaint alleges a contractual relationship between Plaintiff Maritrans and Defendant all such allegations are denied. Harvester did enter into a Charter Party in or about August 2007 with the entity

fees costs to Harvester Shipmanagement Ltd. within 10 days from the issuance of the order; and  
(b) directing such other and further relief as the Court may deem proper.

Dated: New York, New York  
June 2, 2008

HOLLAND & KNIGHT LLP

By:   
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Manitrans, S.A. ("Manitrans") which is, upon information and belief a wholly separate and distinct entity from Plaintiff Maritrans.